

1 WAN J. KIM, Assistant Attorney General  
2 STEVEN H. ROSENBAUM, Chief  
3 KEISHA DAWN BELL, Deputy Chief  
4 KATHLEEN M. PENNINGTON, Trial Attorney  
5 RYAN LEE, Trial Attorney  
6 United States Department of Justice  
7 Civil Rights Division  
8 Housing and Civil Enforcement Section  
9 950 Pennsylvania Avenue, N.W. – N.W.B.  
10 Washington, D.C. 20530  
11 Telephone: (202) 353-9759  
12 Facsimile: (202) 514-1116

9 McGREGOR W. SCOTT, United States Attorney  
10 KIRK SHERRIFF, Assistant United States Attorney  
11 1130 O Street, Room 3654  
12 Fresno, CA 93721  
13 Telephone: (559) 498-7332

13 Attorneys for Plaintiff United States of America

14 THOMAS CARLUCCI, Esq.  
15 KEVIN F. WOODALL, Esq.  
16 JOSEPH BEATTY, Esq.  
17 Foley & Lardner LLP  
18 One Maritime Plaza, 6th Floor  
19 San Francisco, CA 94111-3409  
20 Telephone: (415) 434-4484  
21 Facsimile: (415) 434-4507

20 Attorneys For Defendants Covenant Retirement  
21 Communities, West, Inc., Covenant  
22 Retirement Communities, Inc., and Covenant Village  
23 of Portland Limited Partnership

24 UNITED STATES DISTRICT COURT  
25 EASTERN DISTRICT OF CALIFORNIA  
26 FRESNO DIVISION

27 UNITED STATES OF AMERICA, )  
28 )  
Plaintiff, )

Case No. 1:04-cv-06732-AWI-SMS

v.

**PROPOSED CONSENT ORDER**

COVENANT RETIREMENT  
COMMUNITIES WEST, INC., d/b/a  
COVENANT VILLAGE OF TURLOCK,  
MT. MIGUEL COVENANT VILLAGE,  
THE SAMARKAND, and  
COVENANT SHORES;  
COVENANT RETIREMENT  
COMMUNITIES, INC., d/b/a  
COVENANT VILLAGE OF GOLDEN  
VALLEY, COVENANT VILLAGE OF  
COLORADO, COVENANT VILLAGE OF  
CROMWELL, COVENANT VILLAGE OF  
FLORIDA, COVENANT VILLAGE OF  
THE GREAT LAKES, COVENANT  
VILLAGE OF NORTHBROOK,  
THE HOLMSTAD, WINDSOR PARK  
MANOR, BETHANY COVENANT  
VILLAGE, and COVENANT HOME  
OF CHICAGO; and COVENANT  
VILLAGE OF PORTLAND LIMITED  
PARTNERSHIP, d/b/a IRVINGTON  
VILLAGE,  
Defendants.

The United States' Complaint alleges that defendant Covenant Retirement Communities West, Inc., d/b/a Covenant Village of Turlock, Mount Miguel Covenant Village and The Samarkand, violated the Fair Housing Act based on disability, 42 U.S.C. §§ 3601-3619 ("the Act").<sup>1</sup> The parties agree that Covenant Retirement Communities, Inc., d/b/a Covenant Village of Colorado, Covenant Village of Golden Valley, Covenant Village of Cromwell, Covenant Village of Florida, Covenant Village of the Great Lakes, Covenant Village of Northbrook, The

<sup>1</sup>When used in this Consent Order, the terms "disability" and "handicap" are synonymous.

1 Holmstad, Windsor Park Manor, Bethany Covenant Village, and Covenant Home of Chicago,  
2 Covenant Retirement Communities West, Inc., d/b/a Covenant Shores, and Covenant Village of  
3 Portland Limited Partnership, d/b/a Irvington Village shall be included within the terms of this  
4 Consent Order and that an Amended Complaint shall be filed contemporaneously in this matter.  
5 This Consent Order resolves the case.  
6

### 7 I. BACKGROUND

8  
9 1. Defendant Covenant Retirement Communities West, Inc. ("CRCW"), does business as  
10 and owns Covenant Village of Turlock ("Turlock"), Mount Miguel Covenant Village ("Mount  
11 Miguel"), and The Samarkand (collectively "California facilities"), as well as Covenant Shores,  
12 which are continuing care retirement facilities with independent, assisted living and skilled  
13 nursing residences. Defendant CRCW manages the operations of Turlock, Mount Miguel, The  
14 Samarkand, and Covenant Shores, including selling and/or renting the residential units and  
15 setting policies respecting such.  
16

17 2. Defendant Covenant Retirement Communities, Inc. ("CRC"), owns Defendant CRCW  
18 and does business as and owns Covenant Village of Golden Valley, Covenant Village of  
19 Colorado, Covenant Village of Cromwell, Covenant Village of Florida, Covenant Village of the  
20 Great Lakes, Covenant Village of Northbrook, The Holmstad, and Windsor Park Manor, which  
21 are continuing care retirement facilities with independent, assisted living and skilled nursing  
22 residences. CRC also does business as and owns Bethany Covenant Village, which provides  
23 assisted living and skilled nursing residences, and Covenant Home of Chicago, which provides  
24 only assisted living residences. Defendant CRC manages the operations of each of these  
25 facilities, including selling and/or renting the residential units and setting policies respecting  
26  
27  
28

1 such.

2 3. Defendant Covenant Village of Portland Limited Partnership owns and does business  
3 as Irvington Village. Irvington Village provides assisted living residences. Covenant Village of  
4 Portland Limited Partnership also manages the operations of Irvington Village, including selling  
5 and/or renting the residential units and setting policies respecting such.<sup>2</sup>

7 4. The subject facilities (collectively "subject facilities") are located at the following  
8 addresses:  
9

10 Turlock: 2125 North Olive, Turlock, California.

11 Mount Miguel: 325 Kempton St., Spring Valley, California.

12 The Samarkand: 2550 Treasure Drive, Santa Barbara, California.

13 Covenant Village of Colorado: 9153 Yarrow St., Westminster, Colorado.

14 Covenant Village of Golden Valley: 5800 St. Croix Ave., Golden Valley, Minnesota.

15 Covenant Shores: 9150 Fortuna Dr., Mercer Island, Washington.

16 Covenant Village of Cromwell: 52 Missionary Rd., Cromwell, Connecticut.

17 Covenant Village of Florida: 9201 W. Broward Blvd., Plantation, Florida.

18 Covenant Village of the Great Lakes: 2510 Lake Michigan Dr., N.W., Grand Rapids,  
19 Michigan.

20 Covenant Village of Northbrook: 2625 Techny Rd., Northbrook, Illinois.

21 The Holmstad: 700 W. Fabyan Parkway, Batavia, Illinois.

22 Windsor Park Manor: 124 Windsor Park Dr., Carol Stream, Illinois.

---

23  
24  
25  
26  
27 <sup>2</sup>Where "CRC" is used in subsequent paragraphs of this Consent Order, it is synonymous  
28 with and includes CRCW, Covenant Village of Portland Limited Partnership and each of the  
subject facilities.

1 Bethany Covenant Village: 2309 Hayes St., N.E., Minneapolis, Minnesota.

2 Covenant Home of Chicago: 2720 West Foster Ave., Chicago, Illinois.

3 Irvington Village: 420 NE Mason St., Portland, Oregon.

4  
5 5. Each of the 12 continuing care facilities houses approximately 300 elderly residents in  
6 its independent living, assisted living and skilled nursing units. The three other facilities house  
7 approximately 100 or more residents each in assisted living and/or skilled nursing but not  
8 independent living units. All of the subject facilities have numerous common use facilities,  
9 including dining rooms, cafes, lounges, computer-access areas, auditoriums, chapels, health  
10 clinics, swimming pools, libraries, hair salons, barber shops, craft and hobby rooms, fitness  
11 rooms, therapy facilities, and shops. Three meals per day are served in the dining rooms.  
12

13  
14 6. Each of the units at the subject facilities is a "dwelling" within the meaning of the Act,  
15 42 U.S.C. § 3602(b). Each resident, applicant and person who may be interested in residing at a  
16 subject facility who has a physical impairment which substantially limits one or more of his or  
17 her major life activities, has a record of having such an impairment, or is regarded as having such  
18 an impairment is "handicapped" within the meaning of the Act, 42 U.S.C. § 3602(h).  
19

20 7. The Amended Complaint alleges that Defendant CRCW employs policies that  
21 discriminate against persons with disabilities and their families, including: prohibiting the use of  
22 mobility aids, including canes, walkers, wheelchairs, motorized wheelchairs, and/or motorized  
23 scooters, in the dining rooms at the California facilities; requiring residents who use motorized  
24 mobility aids to purchase liability insurance; restricting the use of motorized mobility aids inside  
25 common buildings; requiring that motorized mobility aids be parked in certain exterior areas;  
26 permitting the use of motorized mobility aids only if, inter alia, the user provides a physician's  
27  
28

1 order and passes a performance test, and CRCW's nurse determines it is necessary; and steering  
2 persons who use mobility aids, including crutches, walkers and wheelchairs, to live in the  
3 assisted living facility at Turlock, rather than the independent living residences.  
4

5 8. The Amended Complaint further alleges that Defendant CRC employs policies that  
6 discriminate against persons with disabilities and their families by setting discriminatory  
7 conditions for the use of motorized mobility aids, including: permitting use only if the resident,  
8 inter alia, submits a doctor's certification that the aid is necessary and he or she is fit to operate it,  
9 submits to a test, at his/her expense, to determine whether he or she can operate it to CRC's  
10 satisfaction, attends annual training, at his or her expense, and signs an agreement to comply with  
11 all restrictions on such aids; and requiring that they be parked in limited exterior areas.  
12

13 9. The Amended Complaint alleges further that through the above-described policies and  
14 practices, Defendants have: 1) discriminated in the rental of, or otherwise made unavailable or  
15 denied, dwellings to renters because of disability, in violation of 42 U.S.C. § 3604(f)(1); 2)  
16 discriminated in the terms, conditions, or privileges of rental of a dwelling, and in the provision  
17 of services or facilities in connection with such a dwelling, because of disability, in violation of  
18 42 U.S.C. § 3604(f)(2); 3) made, printed or published, or caused to be made, printed or  
19 published, a notice or statement with respect to the rental of dwellings that indicates a preference,  
20 limitation, or discrimination based on disability or an intention to make such a preference,  
21 limitation, or discrimination, in violation of 42 U.S.C. § 3604(c); and 4) represented to persons  
22 because of disability that a dwelling is not available for rent when such dwelling is in fact  
23 available, in violation of 42 U.S.C. § 3604(d). In addition, the Amended Complaint alleges that  
24 Defendants' above-described conduct constitutes a pattern or practice of discrimination in  
25  
26  
27  
28

1 violation of the Act and a denial to a group of persons of rights granted by the Act, which raises  
2 an issue of general public importance. 42 U.S.C. § 3614(a).

3  
4 10. The parties agree that the Court has jurisdiction over the subject matter of this case  
5 pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. § 3614(a).

6 11. Although the United States' Complaint initially was limited to the three California  
7 facilities, Defendants agree with the United States that persons with disabilities who use mobility  
8 aids, including motorized mobility aids, may not be subjected to unlawful discrimination at any  
9 of the subject facilities. Therefore, the United States and Defendants agree to jointly execute this  
10 Consent Order. Accordingly, the parties agree that Defendants shall comply with the terms of  
11 this Consent Order for the full duration of its term.  
12

13 12. Defendants deny the contentions and allegations of the United States, as set forth  
14 above in paragraphs 7-9 and in the Amended Complaint and deny any liability based on any of  
15 these allegations. Defendants deny that they employed any policies that discriminated against or  
16 otherwise restricted persons with disabilities who used mobility aids and their families,  
17 including, but not limited to, steering those who use mobility aids to live in assisted living and  
18 placing unreasonable and unlawful time, place and manner restrictions on the use of motorized  
19 mobility aids. Defendants have agreed to settle this lawsuit to avoid the expense, vagaries and  
20 risks of litigation and to ensure the best interests of their residents and to fulfill, and not be  
21 distracted from, CRC's Mission Statement regarding the care of residents. Therefore, the parties  
22 agree that the claims against Defendants should be resolved without further proceedings and an  
23 evidentiary hearing, and as indicated by the signatures appearing below, the parties agree to the  
24 entry of this Consent Order. This Consent Order constitutes full resolution of the United States'  
25  
26  
27  
28

1 claims that Defendants discriminated against persons with mobility impairments at the subject  
2 retirement communities.

3  
4 Therefore, it is hereby ORDERED, ADJUDGED and DECREED as follows:

5 **II. INJUNCTIVE RELIEF**

6 13. Defendants, their officers, employees, agents, successors and assigns and all other  
7 persons in active concert or participation with them are enjoined from:

8  
9 A) Discriminating on the basis of disability as prohibited by the Fair Housing Act, 42  
10 U.S.C. §§ 3601-3619.

11 B) Coercing, intimidating, threatening or interfering with any person in the exercise or  
12 enjoyment of, or on account of his/her having exercised or enjoyed, or on account of his/her  
13 having aided and encouraged any other person in the exercise or enjoyment of, any right granted  
14 by the Act, including anyone who participated in any way in the United States' investigation of  
15 the allegations that gave rise to this action.

16  
17 C) Requiring residents or prospective residents with disabilities who use motorized  
18 mobility aids<sup>3</sup> to purchase liability insurance for use of such aids and/or requiring residents to  
19 hold Defendants harmless or name Defendants as an additional insured for injuries or damage  
20 resulting from the use of such aids. All Motorized Scooter Agreements and agreements to hold  
21 Defendants harmless respecting such shall be null and void. All liability insurance policies held  
22 by residents that name Defendants as an additional insured respecting motorized mobility aids  
23  
24

25  
26 \_\_\_\_\_  
27 <sup>3</sup>For purposes of this Consent Order, "motorized mobility aid" means a single chair or  
28 seat mounted on a motorized apparatus with three or more wheels designed for use by persons  
with mobility disabilities. Examples of motorized mobility aids are motorized wheelchairs and  
motorized scooters.



1 shall be unenforceable by Defendants.

2 D) Prohibiting residents or prospective residents with disabilities who use mobility aids  
3 (e.g., canes, walkers, wheelchairs, motorized wheelchairs, motorized scooters) from using such  
4 aids inside any common-use building or in any dining room.  
5

6 E) Requiring residents or prospective residents with disabilities who use motorized  
7 mobility aids to park such aids outside common-use buildings. Where exterior parking is  
8 optional, it shall be provided near the front entrance to the building.  
9

10 G) Setting any conditions on, or otherwise restricting, the use of motorized mobility aids  
11 by persons who are "handicapped" within the meaning of the Act, 42 U.S.C. § 3602(h), unless  
12 such use would constitute a direct threat to the health or safety of others or would result in  
13 substantial physical damage to the property of others.<sup>4</sup> See 42 U.S.C. § 3604(f)(9). All current  
14 Power Operated Vehicle ("POV") and motor driven scooter policies and agreements shall be null  
15 and void.  
16

17 H) Refusing to accept as residents persons with disabilities who use mobility aids in  
18 independent living units, or otherwise steering such persons to assisted living facilities, when  
19 such housing is available and they are otherwise qualified for independent living.<sup>5</sup>  
20

---

21  
22 <sup>4</sup>Defendants may however establish reasonable traffic and parking rules for the safe  
23 operation of motorized mobility aids, e.g., speed, yielding to pedestrians, optional parking areas  
24 for users who choose to park their mobility aids outside. Defendants may not require that  
25 persons who bring their motorized (or other) mobility aids into the dining room eat at specified  
26 tables, but may designate or set aside seating pursuant to the request of such persons or to ensure  
27 that mobility aids do not block ingress or egress of others in the case of an emergency.

28 <sup>5</sup>Defendants shall not be required to violate any State or local law or regulation regarding  
care and supervision in continuing care retirement housing to the extent such law does not  
conflict with the Fair Housing Act or the Americans with Disabilities Act, 42 U.S.C. §§ 12181-  
12189. Nor shall this Consent Order require defendants to make any structural modifications to

1 14. Defendants shall, within ten days of entry of this Order, implement a policy ensuring  
2 nondiscrimination against persons with disabilities who use mobility aids. This policy, the  
3 "Mobility Aids Policy," is attached at Appendix A.  
4

5 15. Within 30 days of entry of this Order, Defendant CRCW shall submit a request to the  
6 State of California to change its licenses so as to permit CRCW to house non-ambulatory persons  
7 in all dwelling units at Mt. Miguel and The Samarkand that may be occupied by non-ambulatory  
8 persons, pursuant to California law. See 10 Cal. Health & Safety Code §§ 13131 & 13131.5.  
9 Defendant CRCW shall permit any non-ambulatory person who is otherwise qualified for  
10 independent living to reside in any dwelling unit at Mt. Miguel and The Samarkand that the State  
11 of California has determined may be occupied by non-ambulatory persons. Nothing in this  
12 paragraph shall require Defendants to make any structural modifications to any dwelling unit at  
13 Mt. Miguel or The Samarkand.  
14  
15

### 16 **III. PUBLIC NOTICE OF NON-DISCRIMINATION POLICY**

17 16. Within 14 days of the entry of this Order and throughout the term of this Order,  
18 Defendants shall post and prominently display the following in the marketing offices,  
19 administrators' offices, dining halls and auditoriums at all residential properties that they own or  
20 operate: A) the Mobility Aids Policy, and B) a sign no smaller than 10 inches by 14 inches  
21 stating that "CRC does not discriminate pursuant to the Fair Housing Act subject to any  
22 exemptions that may apply."  
23  
24

25 17. Within 14 days of the entry of this Order, Defendants shall provide a copy of the  
26 Mobility Aids Policy to the residents at all residential properties that they own or operate. Those  
27 \_\_\_\_\_  
28 any dwelling units.

1 facilities that provide Resident Handbooks shall incorporate the Mobility Aids Policy into the  
2 next edition of the handbook. In addition, throughout the term of this Order, Defendants shall  
3 include in all application packets, and provide to all applicants and prospective applicants, a copy  
4 of the Mobility Aids Policy. Handbooks incorporating the Mobility Aids Policy may be provided  
5 to applicants, prospective applicants and new residents in lieu of stand-alone copies of such  
6 policy.  
7

8  
9 18. Throughout the term of this Order, Defendants shall ensure that all advertising for all  
10 residential properties they own or operate, in newspapers, telephone directories, television,  
11 internet, or other media, and on signs, pamphlets, brochures and other promotional literature,  
12 includes a statement that "CRC does not discriminate pursuant to the Fair Housing Act subject to  
13 any exemptions that may apply." The words or logo shall be prominently placed and easily  
14 legible. Within 60 days, any advertising or promotional item, or portion thereof, used for  
15 residential living (i.e., independent living), such as a brochure or an internet website, that  
16 displays five or more human models shall include at least one model using a wheelchair,  
17 motorized scooter, walker or cane in that item.  
18  
19

#### 20 IV. TRAINING

21 19. Within 14 days of the entry of this Consent Order, Defendants shall provide a copy of  
22 this Order and the Mobility Aids Policy to all Campus Administrators, Associate Administrators  
23 and all other agents and employees whose duties, in whole or in part, involve the showing,  
24 renting, selling, managing, or marketing of residential units and shall secure the signed statement  
25 from each such agent or employee acknowledging that he or she has received, read and  
26 understood the Consent Order and the Policy, and has had an opportunity to have questions about  
27  
28

1 the Order and Policy answered. This acknowledgment shall be substantially in the form of  
2 Appendix B.

3  
4 20. Within 14 days after the date on which a newly hired or promoted Campus  
5 Administrator, Associate Administrator, and other agent or employee involved, in whole or in  
6 part, in the showing, renting, selling, managing, or marketing of residential units commences an  
7 agency relationship or employment with Defendants, Defendants shall provide to such newly  
8 hired or promoted agent or employee a copy of this Order and the Mobility Aids Policy and  
9 require him or her to sign a statement acknowledging that he or she has received, read and  
10 understood the Order and Policy, and had an opportunity to have questions about the Order and  
11 Policy answered. This acknowledgment shall be substantially in the form of Appendix B.  
12

13  
14 21. Within 120 days of the entry of this Consent Order, Campus Administrators,  
15 Associate Administrators, and all other employees and agents whose duties, in whole or in part,  
16 involve the showing, renting, selling, managing, or marketing of residential units shall undergo  
17 fair housing training. The training shall focus on disability discrimination, the Mobility Aids  
18 Policy and the proper procedures for handling any report of discrimination based on disability  
19 and the use of a mobility aid. The training shall be conducted by a qualified third party,  
20 approved by the United States,<sup>6</sup> and any expenses associated with this training shall be borne by  
21 Defendants. Those who attend the training shall be required to sign a certification confirming  
22  
23

24 \_\_\_\_\_  
25 <sup>6</sup>At least 60 days prior to the first training session, Defendants shall submit to the United  
26 States the name of the trainer they propose to complete the training and an outline of the training  
27 course. The United States may request, in writing, any additional information or materials that it  
28 may require in order to make a reasonable determination regarding whether it will approve the  
proposed training program. The United States' approval shall not be unreasonably delayed,  
withheld or denied.

1 their attendance, in a form substantially equivalent to Appendix C. During the term of this  
2 Consent Order, Defendants shall require all newly-hired or newly-promoted employees and  
3 agents whose duties, in whole or in part, involve the management or administration of residential  
4 retirement communities or other residential properties to undergo fair housing training within 60  
5 days of the commencement of his or her new employment.  
6

#### 7 **V. DAMAGES FOR AGGRIEVED PERSONS**

8  
9 22. Within 45 days of the Order, Defendants shall pay to each person who paid to be  
10 tested on the use of their motorized mobility aid TWO HUNDRED FIFTY DOLLARS (\$250)  
11 per test as reimbursement for the cost of each test and their time, and shall pay to each person  
12 who was tested but did not pay to be tested TWO HUNDRED DOLLARS (\$200) per test as  
13 reimbursement for their time. Payment need not be made if tests were performed because an  
14 incident report(s) indicated that the person's operation of the motorized mobility aid constituted a  
15 direct threat to the health or safety of others or would have resulted in substantial physical  
16 damage to the property of others.<sup>7</sup> Payment shall be made from the settlement fund described in  
17 the following paragraph without regard to whether or not such person makes a claim, and he or  
18 she still may file a claim as described in the next paragraph for damages exceeding this amount.<sup>8</sup>  
19  
20

21 23. Within 30 days of the entry of this Order, Defendants shall deposit in an interest-  
22 bearing escrow account the total sum of FIVE HUNDRED THIRTY THOUSAND DOLLARS  
23 (\$530,000) for the purpose of paying monetary damages to aggrieved persons who suffered as a  
24

---

25  
26 <sup>7</sup>Such incident reports shall be provided to the United States prior to CRC's  
determination not to pay for a test.

27 <sup>8</sup>In addition, these payments shall be made without the court order required for  
28 distribution of other claims, as described in paragraphs 29-30 of this Order.

1 result of Defendants' policies and practices regarding persons with disabilities who use(d)  
2 mobility aids.<sup>9</sup> Any interest that accrues shall be the property of the fund. This money shall be  
3 referred to as "the Settlement Fund."  
4

5 24. Within 45 days of the entry of this Order, Defendants shall begin publishing a Notice  
6 to Potential Victims of Housing Discrimination ("Claim Notice"), set forth at Appendix D,  
7 informing readers of the availability of compensatory funds. The Claim Notice shall be no  
8 smaller than three columns by six inches and shall be published on two occasions each in the  
9 newspaper with the highest circulation serving the 100 square mile area in which each of the  
10 subject facilities is located. The two publication dates per newspaper shall be separated from one  
11 another by at least 21 days and shall be on Sunday. Within 10 days of each publication date,  
12 Defendants shall provide the original newspaper containing the Claim Notice to counsel for the  
13 United States.  
14  
15

16 25. Within 20 days of the entry of this Order, Defendants shall send a copy of the Claim  
17 Notice to the organizations specified at Appendix E.  
18

19 26. Within 30 days of the entry of this Order, Defendants shall transmit a copy of the  
20 Claim Notice to each current resident, each living former resident, each person who submitted an  
21 application, and each person who had a get acquainted visit ("GAV"), overnight visit ("OV"),  
22 overnight stay ("STAY"), or tour ("TOUR") at one of the subject facilities in the following  
23 manner: by hand-delivery to each current resident, and by first-class mail, postage prepaid, to  
24 each living former resident, each person who applied, and each person who had a GAV, OV,  
25

---

26  
27 <sup>9</sup>"Aggrieved persons" are further described in the Notice to Potential Victims of Housing  
28 Discrimination at Appendix D.

1 STAY or TOUR at the address last known by Defendants. Within 45 days of entry of this Order,  
2 Defendants shall provide to counsel for the United States proof that the Claim Notices have been  
3 sent.  
4

5 27. Nothing in this Section shall preclude the United States from making its own efforts  
6 to locate and provide notice to potential aggrieved persons. The United States, in its sole  
7 discretion, may provide the Claim Notice to any persons or entities.  
8

9 28. Allegedly aggrieved persons shall have 120 days from the entry of this Order  
10 (“Claims Bar Date”) to contact the United States in response to the Claim Notice. Any Claim  
11 received after the Claims Bar Date shall be barred. The United States shall investigate the claims  
12 of allegedly aggrieved persons and, within 240 days from the entry of this Order, shall make a  
13 preliminary determination of which persons are aggrieved and an appropriate amount of damages  
14 that should be paid to each such person. The United States will inform Defendants, in writing, of  
15 its preliminary determinations, together with a copy of a sworn declaration from each aggrieved  
16 person setting forth the factual basis of the claim and copies of any supporting documentation.  
17 The United States, at its discretion, may submit its preliminary determinations on a rolling basis  
18 and need not submit all such determinations at the same time. Defendants shall have 90 days to  
19 review the declarations and provide to the United States any declarations, documents or other  
20 evidence and arguments that they believe may refute the claim. The United States shall provide  
21 Defendants with any amendments to, and supplemental materials in support of, a declaration  
22 which it obtains in response to the materials provided by Defendants. The parties shall engage in  
23 good faith discussions regarding the United States’ recommendations in an attempt to stipulate to  
24 a fair resolution and disposition for each disputed claim.  
25  
26  
27  
28



1           29. For all claims on which the parties agree, the parties shall submit a stipulated order  
2 for entry by the Court specifying the name of the claimant and the amount payable to that  
3 claimant. For those claims on which the parties are unable to agree, the United States shall file a  
4 motion requesting that the Court make a determination as to the proper amount of each disputed  
5 claim, the United States' final recommendations to the Court for approval, a copy of the  
6 declarations and any supporting evidence, and any declarations or additional information  
7 provided by Defendants. The Court may request any additional evidence, including testimony,  
8 that it deems appropriate.  
9

10  
11           30. When the Court issues an order approving or changing the United States' proposed  
12 distribution of funds for aggrieved persons, Defendants shall, within 15 days of the Court's order,  
13 deliver to counsel for the United States checks payable to the aggrieved persons in the amounts  
14 approved by the Court. In no event shall the aggregate of all such checks exceed the sum of the  
15 Settlement Fund, less the total sum paid pursuant to paragraph 22 above, and including accrued  
16 interest. With the exception of the payments described in paragraph 22 above, no aggrieved  
17 person shall be paid until he/she has executed and delivered to counsel for the United States the  
18 release at Appendix F. The United States shall transmit the signed releases to Defendants  
19 contemporaneously with its transmittal of the checks to the aggrieved persons.  
20  
21

22           31. Defendants shall permit the United States, upon reasonable notice, to review any  
23 records that may facilitate its determinations regarding the claims of allegedly aggrieved persons.  
24 Prior to making a determination as to an allegedly aggrieved person's claim, the United States  
25 shall request from Defendants, and Defendants shall make available, all relevant documentation  
26 in their possession concerning such allegedly aggrieved person, including resident files, applicant  
27  
28



1 files, daily contact sheets, and other relevant documents, so that the United States may consider  
2 such documentation in assessing the claim of the allegedly aggrieved person.

3  
4 32. If, after all payments to aggrieved persons have been made, a balance remains in the  
5 Settlement Fund, the Court shall order that any balance remaining be returned to Defendants.

6 **VI. PAYMENT TO VINDICATE THE PUBLIC INTEREST**

7 33. Within 10 days after the entry of this Consent Order, Defendants shall pay THIRTY  
8 THOUSAND DOLLARS (\$30,000) to the United States to vindicate the public interest, pursuant  
9 to 42 U.S.C. § 3614(d)(1)(C). This payment shall be delivered to counsel for the United States in  
10 the form of a check payable to the "United States Treasury."  
11

12 **VII. RECORD KEEPING AND MONITORING**

13 34. Within 30 days of the entry of this Order, and thereafter on the anniversary of the  
14 entry of this Order, Defendants shall submit to the United States the signed statement of each  
15 agent and employee referred to in paragraphs 19-20, above.<sup>10</sup>  
16

17 35. Within 45 days after the training required by paragraph 21, above, Defendants shall  
18 provide the following to the United States: the name(s), address(es) and telephone number(s) of  
19 the trainer(s); copies of the training outlines and any materials distributed by the trainers; and the  
20

21  
22 <sup>10</sup>All submissions to the United States or its counsel shall be made by facsimile and first-  
23 class mail to: U.S. Department of Justice, Civil Rights Division, Housing and Civil Enforcement  
24 Section – NWB, 950 Pennsylvania Avenue, N.W., Washington, D.C. 20530, Attn: DJ No. 175-  
25 12C-577. The facsimile number is (202) 514-1116. The Housing and Civil Enforcement  
26 Section's main phone number is (202) 514-4713.

27 Any submissions to Defendants shall be made by facsimile and first-class mail to: (1)  
28 Karl N. Klockars, Executive Vice President of Legal Affairs, Covenant Ministries of  
Benevolence, 5145 North California Ave., Chicago, IL 60625, facsimile (773) 878-2617, phone  
(773) 989-3995; and (2) Kevin F. Woodall, Esq., Foley & Lardner LLP, One Maritime Plaza,  
Sixth Floor, San Francisco, CA 94111, facsimile (415) 434-4507, phone: (415) 984-9812.

1 signed certifications of each employee and agent referred to in paragraph 21, above, confirming  
2 their attendance at the training.

3  
4 36. Within 45 days of entry of this Consent Order, Defendant CRCW shall provide to the  
5 United States copies of its submissions to the State of California regarding its licenses at Mt.  
6 Miguel and The Samarkand. Within 10 days of receipt of the re-issued licenses, Defendant  
7 CRCW shall provide to the United States copies of such licenses.

8  
9 37. Within 60 days of entry of this Consent Order, Defendants shall transmit to the  
10 United States proof of the payments required by paragraph 22, above, showing for each payee:  
11 his or her name, address, and amount of payment.

12  
13 38. During the term of this Consent Order, with respect to all independent and assisted  
14 living residences, Defendants shall ensure that each of the following are maintained:

15 A) An on-site Inquiry Register for all persons who inquire about residing on the campus.  
16 The Register shall contain space for each person to record the following information when he or  
17 she visits the campus: the date of inquiry; the person's name, current address and telephone  
18 number; whether the person uses any mobility aid, and if so, what type; and the person's  
19 signature. The top portion of the Register shall contain the following disclaimer: "The following  
20 information is requested to assist Covenant Retirement Communities, Inc., in complying with the  
21 Fair Housing Act and will be kept confidential. Indicating that you use a wheelchair, scooter, or  
22 other assistive device for mobility is voluntary, and this information is not required in order to  
23 apply for, or obtain, a unit on this campus at any level of care." Defendants shall endeavor to  
24 seek the cooperation of all persons inquiring in completing the Inquiry Register but cannot  
25 guarantee such cooperation; and  
26  
27  
28

1 B) An Application Log, setting forth the name of each applicant and specifying whether  
2 he/she uses a mobility aid (based on the employee's or agent's good-faith observation); whether  
3 the application for residency was approved or rejected, or if the applicant was placed on a wait  
4 list; if approved, the unit number; and if rejected, an explanation for the rejection.  
5

6 39. On the anniversary of the entry of this Order throughout the term of the Order,  
7 Defendants shall deliver to the United States copies of the materials required by the preceding  
8 paragraph for the preceding year.  
9

10 40. For the duration of this Order, Defendants shall preserve all records related to this  
11 Order and to all residential retirement communities owned, operated or acquired by them. Such  
12 documents include, but are not limited to, advertisements, applications, leases, resident  
13 assessment materials, resident files, policies and procedures, and inquiry logs. Upon reasonable  
14 notice to Defendants, representatives of the United States shall be permitted to inspect and copy  
15 any of Defendants' records or inspect any covered dwelling under Defendants' control at any and  
16 all reasonable times so as to determine compliance with the Consent Order; provided, however,  
17 that the United States shall endeavor to minimize any inconvenience to Defendants from such  
18 inspections.  
19  
20

21 41. During the term of this Consent Order, Defendants shall notify counsel for the United  
22 States in writing within 21 days of receipt of any written or oral complaint against Defendants,  
23 their agents or employees, regarding discrimination in housing. If the complaint is written,  
24 Defendants shall provide a copy of it with the notification; if the complaint is oral, Defendants  
25 shall include a written summary of it with the notification. The notification shall include the full  
26 details of the complaint, including the complainant's name, address, and telephone number.  
27  
28

1 Defendants shall also promptly provide the United States with all information it may request  
2 concerning any such complaint. Defendants shall provide the United States with the details of  
3 any resolution of such complaints within 21 days of resolution.  
4

5 **VIII. DURATION OF ORDER AND TERMINATION OF LEGAL ACTION**

6 42. This Consent Order shall remain in effect for three years after the date it is entered by  
7 the Court.  
8

9 43. By consenting to entry of this Order, the parties agree that in the event it is  
10 determined in any future action or proceeding brought by the United States or any agency thereof  
11 that Defendants violated the Fair Housing Act, any civil penalties pursuant to that determination  
12 shall be assessed as provided in 42 U.S.C. § 3614(d)(1)(C)(ii).  
13

14 44. The Court shall retain jurisdiction for the duration of this Consent Order to enforce  
15 the terms of the Order, after which time the case shall be dismissed with prejudice. Prior to the  
16 expiration of the Consent Order's term, the United States may move the Court to extend the  
17 duration of the Order in the interests of justice.  
18

19 45. The parties shall endeavor in good faith to resolve informally any differences  
20 regarding the interpretation of, and compliance with, this Order prior to bringing such matters to  
21 the Court for resolution. However, in the event that Defendants fail to perform in a timely  
22 manner any act required by this Order or otherwise act in violation of any provision thereof, the  
23 United States may move this Court to impose any remedy authorized by law or equity.  
24

25 **IX. TIME FOR PERFORMANCE**

26 46. Any time limits for performance imposed by this Consent Order may be extended by  
27 the mutual agreement of the United States and Defendants.  
28

**X. COSTS OF LITIGATION**

47. Each party to this Consent Order shall bear its own costs and attorney's fees associated with this litigation.

**IT IS SO ORDERED:**

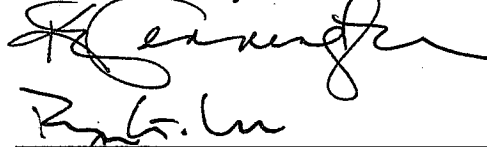
This \_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
ANTHONY W. ISHII  
UNITED STATES DISTRICT JUDGE

For the United States:

MCGREGOR SCOTT  
United States Attorney

WAN J. KIM  
Assistant Attorney General

  
\_\_\_\_\_  
R. H. Kim

KIRK SHERRIFF  
Assistant U.S. Attorney  
Northern District of California  
1130 O Street, Room 3654  
Fresno, CA 93721  
Telephone: (559) 498-7332

STEVEN H. ROSENBAUM, Chief  
KEISHA DAWN BELL, Deputy Chief  
KATHLEEN M. PENNINGTON, Trial  
Attorney  
RYAN LEE, Trial Attorney  
United States Department of Justice  
Civil Rights Division  
Housing and Civil Enforcement Section  
950 Pennsylvania Avenue, N.W.  
Washington, DC 20530  
Telephone: (202) 353-9759  
Facsimile: (202) 514-1116

For the Defendants Covenant Retirement  
Communities, West, Inc., Covenant Retirement  
Communities, Inc., and Covenant Village

1 of Portland Limited Partnership:

2  
3 

4 THOMAS CARLUCCI, Esq.

5 KEVIN F. WOODALL, Esq.

6 JOSEPH BEATTY, Esq.

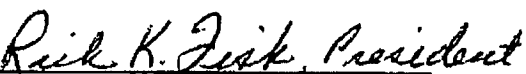
7 Foley & Lardner LLP

8 One Maritime Plaza, 6th Floor

9 San Francisco, CA 94111-3409

10 Telephone: (415) 434-4484

11 Facsimile: (415) 434-4507

12 

13 Rick Fisk, President

14 Covenant Retirement Communities, Inc.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**APPENDIX A**

**MOBILITY AIDS POLICY**

**PREAMBLE**

It is the policy of Covenant Retirement Communities ("CRC") that all residents and visitors at any of its campuses who use mobility aids<sup>1</sup> due to a disability be free from all discrimination or harassment and have full access to campus facilities and residential units.

**USE OF MOBILITY AIDS PERMITTED ON CRC CAMPUSES**

All residents and visitors to any CRC campus who use mobility aids, including motorized mobility aids,<sup>2</sup> shall have full access to any dwelling unit (so long as he or she is otherwise qualified for such housing) and to any common area on campus that is otherwise open and available to the public. Accessible common areas include, and are not limited to, dining rooms, cafés, lounges, computer-access facilities (e.g., a "cyber café" or "cyber lounge"), fitness and exercise rooms, therapy or spa facilities, swimming pools, beauty salons, nail salons, barber shops, libraries, chapels, offices, restrooms or auditoriums.

A resident or visitor with a physical impairment which substantially limits his or her ability to walk and who uses a mobility aid, including a motorized mobility aid, is not required to prove that he or she needs to use the mobility aid.

CRC employees are required to identify and report to management all instances where they become aware that a living unit or common area is not fully accessible to persons who use mobility aids. In addition, residents and visitors are encouraged to report such instances to CRC staff.

**RESTRICTIONS ON THE USE OF  
MOTORIZED MOBILITY AIDS ON CRC CAMPUSES**

A resident or visitor may not use a motorized mobility aid anywhere on any CRC campus unless that resident's or visitor's ability to walk is substantially limited due to a disability.

---

<sup>1</sup> For purposes of this policy, a mobility aid is a device used for assistance with walking and includes canes, crutches, walkers, non-motorized wheelchairs, motorized wheelchairs, and motorized scooters.

<sup>2</sup> For purposes of this Consent Order, "motorized mobility aid" means a single chair or seat mounted on a motorized apparatus with three or more wheels designed for use by persons with mobility disabilities. Examples of motorized mobility aids are motorized wheelchairs and motorized scooters.

1 A resident or visitor may be restricted in the use of his or her motorized mobility aid  
 2 when it becomes evident to CRC management that that person's use of the motorized mobility  
 3 aid constitutes a direct threat to the health or safety of others or would result in substantial  
 4 physical damage to the property of others. When this is the case, CRC will restrict the use of the  
 5 motorized mobility aid until that resident or visitor proves he or she is not a direct threat to the  
 6 health or safety of others or would not cause substantial physical damage to the property of  
 7 others.

8 To ensure the safety of residents, visitors and employees, CRC may establish reasonable  
 9 traffic and parking rules for the safe operation of motorized mobility aids, e.g., speed, yielding to  
 10 pedestrians, optional parking areas for users who choose to park their mobility aids outside.  
 11 Defendants may not require that persons who bring their motorized (or other) mobility aids into  
 12 the dining room eat at specified tables, but may designate or set aside seating pursuant to the  
 13 request of such persons or to ensure that mobility aids do not block ingress or egress of others in  
 14 the case of an emergency

#### 11 **NO DISCRIMINATION OR HARASSMENT AGAINST PERSONS WITH** 12 **DISABILITIES WHO USE MOBILITY AIDS**

13 CRC employees shall not discriminate against or harass any resident or visitor because he  
 14 or she uses a mobility aid. CRC employees will treat all residents and visitors who use mobility  
 15 aids, or that have, or are perceived to have, a mobility disability, with the same respect and  
 16 courtesy as residents and visitors who do not use mobility aids or do not have, or are not  
 17 perceived to have, a mobility disability. This means CRC will not discriminate against any  
 18 resident or prospective resident with a mobility disability, or who is perceived to have a mobility  
 19 disability, in the terms or conditions or privileges of the sale or rental of a residential unit or in  
 20 the provision of services of facilities in connection with the sale or rental of a residential unit  
 21 because of that person's mobility disability or perceived mobility disability.

22 CRC employees are required to report to management all instances where they become  
 23 aware of discrimination or harassment against any person who uses a mobility aid or who has, or  
 24 is perceived to have, a mobility disability. In addition, residents and visitors are encouraged to  
 25 report all instances of such discrimination or harassment to CRC staff.

26 Employees, residents and visitors may make reports orally or in writing, setting forth the  
 27 nature of the complaint. The individual making the report should retain a copy of any written  
 28 report and make a written note of any verbal report, specifying the date and time it was made and  
 the name of the person to whom it was made. All complaints will be investigated promptly and  
 in as impartial and confidential a manner as possible. All employees and agents are required to  
 cooperate in any investigation. A timely resolution of each complaint will be reached and  
 communicated to the parties involved.

Persons who are not satisfied with the handling of his or her reports may contact the U.S.  
 Department of Housing and Urban Development at 1-800-669-9777 or the U.S. Department of



Justice at 1-800-896-7743 or 202-514-4713.

### NO RETALIATION FOR REPORTING

CRC residents, visitors and employees who make reports pursuant to this policy will not be retaliated against in any way for making the report. Under no circumstances will CRC management or a CRC supervisor take any of the following actions against an employee because he or she made a report:

- A. Change the employee's job duties or the tasks that are assigned to the employee.
- B. Change the employee's pay, the employee's work hours, the amount of overtime the employee is permitted to work, or any of the other conditions or benefits of the employee's job.
- C. Otherwise treat the employee or his or her co-workers less favorably in any way.

All CRC managers and supervisors have received training on how to handle reports made pursuant to this policy, and all reports will be treated seriously, with respect, and with appropriate discretion. CRC employees who are not comfortable with making a report to his or her manager or supervisor may make a report to any other manager or supervisor on campus. The employee will not be asked to provide any explanation or otherwise justify his or her decision.

APPENDIX B

**EMPLOYEE ACKNOWLEDGEMENT**

I, \_\_\_\_\_, have received and read the Consent Order entered by the U.S. District Court in United States v. Covenant Retirement Communities West, Inc., et. al., Case No. 1:04-cv-06732-AWI-SMS (E.D. Cal.) and the Mobility Aids Policy (Appendix A of Consent Order). I was given an opportunity to ask questions about the Consent Order and the Policy. I understand my legal responsibilities and will comply with those responsibilities. I further understand that the Court may impose sanctions on me if I violate a provision of the Consent Order and that my employer may also discipline me if I violate a provision of the Consent Order or the Policy.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Job Title

Dated: \_\_\_\_\_

APPENDIX C

**EMPLOYEE CERTIFICATION OF TRAINING**

On \_\_\_\_\_, 200\_\_, I, \_\_\_\_\_, was instructed by  
\_\_\_\_\_ with respect to my responsibilities under the Fair Housing Act. I  
understand my legal responsibilities and will comply with those responsibilities.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Job Title

Dated: \_\_\_\_\_

**APPENDIX D**

**Notice to Potential Victims of Housing Discrimination**

**ATTENTION PERSONS WHO LIVED AT,  
APPLIED TO LIVE AT OR SOUGHT TO LIVE AT  
COVENANT VILLAGE OF TURLOCK, Turlock, CA  
MOUNT MIGUEL COVENANT VILLAGE, Spring Valley, CA  
THE SAMARKAND, Santa Barbara, CA  
COVENANT VILLAGE OF COLORADO, Westminster, CO  
COVENANT VILLAGE OF GOLDEN VALLEY, Golden Valley, MN  
BETHANY COVENANT VILLAGE, Minneapolis, MN  
COVENANT SHORES, Mercer Island, WA  
COVENANT VILLAGE OF CROMWELL, Cromwell, CT  
COVENANT VILLAGE OF FLORIDA, Plantation, FL  
COVENANT VILLAGE OF THE GREAT LAKES, Grand Rapids, MI  
COVENANT VILLAGE OF NORTHBROOK, Northbrook, IL  
THE HOLMSTAD, Batavia, IL  
WINDSOR PARK MANOR, Carol Stream, IL  
COVENANT HOME OF CHICAGO, Chicago, IL or  
IRVINGTON VILLAGE, Portland, OR  
BETWEEN JANUARY 1, 1998 AND TODAY**

On \_\_\_\_\_, 2007, the United States District Court for the Eastern District of California entered a Consent Order resolving a lawsuit brought by the United States against the owners of the above retirement communities alleging that they discriminated against persons with disabilities in violation of Section 804 of the Fair Housing Act, 42 U.S.C. § 3604. In the lawsuit, the United States alleged that, among other things, these communities denied housing to, limited access to common areas for, or otherwise discouraged persons with disabilities who used mobility aids from living there. Mobility aids include wheelchairs, motorized wheelchairs, motorized scooters, walkers, crutches, and canes. Covenant Retirement Communities denies the allegations made by the United States in its lawsuit.

Under this Consent Order, the parties have agreed to resolve the lawsuit by establishing a claims process so that any individual who believes that he or she was subjected to any of the types of discrimination listed below may file a claim for compensation. You and/or your spouse

1 may be entitled to recover damages if you or your spouse:

2       – Were denied housing or otherwise discouraged from living at one of the above  
3 communities because you or your spouse used a mobility aid.

4       – Were denied access to or discouraged from using common facilities, including the  
5 dining hall, auditorium, rental office and other buildings or portions thereof, at one of the  
6 communities because you or your spouse used a mobility aid, or were restricted from using your  
7 mobility aid in such areas.

8       – Were required to buy insurance as a condition of residency at one of the communities  
9 because you or your spouse used a motorized wheelchair or scooter, or were required to meet  
10 other conditions, including providing proof of need, such as a doctor's note, and proof of ability  
11 to operate the motorized aid, such as being tested, before you could use it.

12       If you wish to make a claim for discrimination on the basis of disability, or if you have  
13 any information about persons who may have such a claim, please telephone the **U.S.  
14 Department of Justice at 1-800-896-7743 ext. 5, toll-free.** You may also write to the  
15 Department of Justice, Civil Rights Division, Housing and Civil Enforcement Section, 950  
16 Pennsylvania Avenue, N.W. – NWB, Washington, D.C. 20530, Attn: 175-12C-577.

17       You must call or write on or before [no more than 120 days after \_\_\_\_\_,  
18 2008,] and your message or letter must include your name, address, and, if possible, at least  
19 TWO telephone numbers where you may be reached. If you do not call or your letter is not  
20 postmarked by this deadline, your claim will be barred.  
21  
22  
23  
24  
25  
26  
27  
28

**APPENDIX E**

1. Access Center of San Diego, Inc.  
1295 University Avenue, Suite 10  
San Diego, CA 92103
2. Center for Independent Living - Fresno  
3008 N. Fresno St.  
Fresno, CA 93703
3. CIL-Fresno, North Valley Branch  
533 West Main St.  
Merced, CA 95340
4. Disability Resources Agency for Independent Living (DRAIL)  
221 McHenry Avenue  
Modesto, CA 95354
5. IL Resource Center Branch Office  
1802 Eastman Ave., Suite 112  
Ventura, CA 93003
6. ILC of Southern California  
356-B East Avenue, Suite K4  
Lancaster, CA 93535
7. Independent Living Resource Center  
423 West Victoria Street  
Santa Barbara, CA 93101
8. The Motherlode Independent Living Center  
67 Linoberg St., Suite A  
Sonora, CA 95370
9. Resources for Independent Living  
1211 H Street, # B  
Sacramento, CA 95814
10. AARP Pasadena  
200 S. Los Robles Avenue, Suite 400  
Pasadena, CA 91101-2422

11. AARP Sacramento  
1415 L Street, Suite 960  
Sacramento, CA 95814
12. AARP San Francisco  
200 Pine Street, Suite 700  
San Francisco, CA 94104
13. The Fair Housing Council of San Diego  
625 Broadway, Suite 1114  
San Diego, CA 92101
14. Fair Housing Council of Central California  
560 E. Shields, #103  
Fresno, CA 93704
15. Disability Center for Independent Living  
5900 East 39th Ave., Suite 4  
Denver, CO 80207
16. Center for People with Disabilities  
1675 Range St.  
Boulder, CO 80302
17. Atlantis Community, Inc.  
201 S. Cherokee Street  
Denver, CO 80223
18. Legal Center for People with Disabilities and Older People  
455 Sherman Street, Suite 130  
Denver, CO 80203-4403
19. Independent Living Council  
2022 E. Orman  
Pueblo, CO 81004
20. AARP State Office  
1301 Pennsylvania Street, No. 200  
Denver, CO 80203
21. Housing for All  
2855 Tremont Pl.  
Denver, CO 80205

22. Washington Coalition of Citizens with Disabilities  
4649 Sunnyside North, Suite 100  
Seattle, WA 98103
23. Independent Living Councils  
360 Troster Rd., Suite 36F  
Olympia, WA 98512
24. AARP Washington  
9750 Third Ave., NE  
Suite 450  
Seattle, WA 98115
25. Fair Housing Center of Washington  
1517 South Fawcett, Suite 250  
Tacoma, WA 98402
26. Disabilities Network of Eastern Connecticut  
238 W. Town St.  
Norwich, CT 06460-2111
27. Center for Disability Rights  
764 Campbell Ave., Suite A  
West Haven, CT 06516
28. AARP Connecticut  
21 Oak St., Suite 104  
Hartford, CT 06106
29. Connecticut Fair Housing Center, Inc.  
221 Main Street  
Hartford, CT 06106
30. Center for Independent Living of Broward  
8857 West McNab Road  
Tamarac, FL 33321
31. AARP Florida  
3350 SW 148th Avenue, Suite 120  
Miramar, FL 33027
32. Disability Advocates of Kent County  
3600 Camelot Dr. SE  
Grand Rapids, MI 49546



33. Disability Network  
426 Century Lane  
Holland, MI 49423
34. Michigan Independent Living Centers  
417 Seymour, Suite 10  
Lansing, MI 48933
35. AARP Michigan  
309 N. Washington Square  
Suite 110  
Lansing, MI 48933
36. Fair Housing Center of West Michigan  
1514 Wealthy S.E., Suite 226  
Grand Rapids, MI 49506
37. Access Living  
115 West Chicago Avenue  
Chicago, IL 60610
38. Progress Center for Independent Living  
7521 Madison St.  
Forest Park, IL 60130
39. Dupage Center for Independent Living  
739 Roosevelt Rd., Building 8  
Suite 109  
Glen Ellyn, IL 60137
40. Fox River Valley Center for Independent Living  
730 B West Chicago St.  
Elgin, IL 60123
41. Lake County Center for Independent Living  
377 North Seymour Ave.  
Mundelein, IL 60060
42. AARP Illinois  
222 N. LaSalle St., Suite 710  
Chicago, IL 60601

43. HOPE Fair Housing Center  
2100 Manchester, Bldg. C, Suite 1620  
Wheaton, IL 60187
44. Interfaith Housing Center of the Northern Suburbs  
620 Lincoln Avenue  
Winnetka, IL 60093
45. South Suburban Housing Center  
18220 Harwood Avenue, Suite #1  
Homewood, IL 60430
46. Chicago Area Fair Housing Alliance  
PO Box 1892  
Chicago, IL 60690
47. Independent Living Resources, Inc.  
2410 SE 11th Ave.  
Portland, OR 97214-5308
48. AARP Oregon  
9200 SE Sunnybrook Blvd, Suite 410  
Clackamas, Oregon 97015-5762
49. Fair Housing Council of Oregon  
1020 SW Taylor Street, Suite 700  
Portland, OR 97205
50. Courage Center  
3915 Golden Valley Road  
Minneapolis, MN 55422
51. Metropolitan Center for Independent Living, Inc.  
1600 University Ave. West, Suite 16  
St. Paul, MN 55104-3834
52. Southeastern Minnesota Center for Independent Living  
201 East Seventh St.  
Red Wing, MN 55066
53. Independent Lifestyles, Inc.  
19463 Evans St., NW  
Elk River, MN 55330

1 54. AARP Minnesota  
2 30 E. Seventh Street  
3 Suite 1200  
4 St. Paul, MN 55101

5 55. Minnesota Fair Housing Center  
6 2414 Park Ave., S  
7 Suite 191  
8 Minneapolis, MN 55404  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

APPENDIX F

RELEASE

In consideration for the parties' agreement to the terms of the Consent Order entered in United States v. Covenant Retirement Communities West, Inc., et. al., Case No. 1:04-cv-06732-AWI-SMS (E.D. Cal.), and the Defendants' payment to me of \$ \_\_\_\_\_, I,

\_\_\_\_\_, hereby agree, effective upon receipt of payment, to remise, release and forever discharge all claims of any kind, nature or description whatsoever, related to the facts at issue in the litigation referenced above, or in any way related to that litigation, and any other claims arising from alleged housing discrimination on any bases up to and including the date of execution of this release, that I may have against Defendants Covenant Retirement Communities West, Inc., d/b/a Covenant Village of Turlock, Mount Miguel Covenant Village, The Samarkand, and Covenant Village of Colorado; Covenant Retirement Communities, Inc., d/b/a/ Covenant Village of Golden Valley, Covenant Shores, Covenant Village of Cromwell, Covenant Village of Florida, Covenant Village of the Great Lakes, Covenant Village of Northbrook, The Holmstad, Windsor Park Manor, Bethany Covenant Village, and Covenant Home of Chicago; and Covenant Village of Portland Limited Partnership, d/b/a Irvington Village, their agents, employees, partners, members, officers, heirs, executors, administrators, insurers, successors or assigns.

This is a full and final release of all known and disclosed as well as unknown and unanticipated injuries or damages arising out of the above-referenced civil action. I waive all rights or benefits which I have or in the future may have under the terms of Section 1542 of the Civil Code of the State of California, and do so understanding and acknowledging the significance and consequence of such specific waiver of that Section, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

I acknowledge and understand that, by signing this Release and accepting this payment, I am waiving any right to pursue my own legal action based on the discrimination alleged by the United States in this case.

In addition, I hereby represent and warrant that I have not assigned to any person or entity all or part of any of the claims that are released, or that may be released, by signing this Release. I stipulate and agree that I shall not dispute, in any federal or state court or administrative action or proceeding related to this Release or the allegations in the Lawsuit, that such warranty and representation is a material term with respect to the payment of the payment specified above and agree to indemnify, and hold harmless, CRC for any breach thereof.

1 I also acknowledge that I have been informed that I may review the terms of this Release  
2 with an attorney of my choosing, and to the extent that I have not obtained legal advice, I  
3 voluntarily and knowingly waive my right to do so.

4 This Release constitutes the entire agreement between Defendants Covenant Retirement  
5 Communities West, Inc., d/b/a Covenant Village of Turlock, Mount Miguel Covenant Village,  
6 The Samarkand, and Covenant Village of Colorado; Covenant Retirement Communities, Inc.,  
7 d/b/a/ Covenant Village of Golden Valley, Covenant Shores, Covenant Village of Cromwell,  
8 Covenant Village of Florida, Covenant Village of the Great Lakes, Covenant Village of  
9 Northbrook, The Holmstad, Windsor Park Manor, Bethany Covenant Village, and Covenant  
10 Home of Chicago; and Covenant Village of Portland Limited Partnership, d/b/a Irvington  
11 Village, and me, without exception or exclusion.

12 I declare under penalty of perjury that the foregoing is true and correct.

13 Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

14 \_\_\_\_\_  
15 (Signature)

16 Name: \_\_\_\_\_  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28